

Emergency Response Product Agreement

Dell Marketing L.P. ("Dell") will provide Dell hardware products¹ and related software and documentation (collectively, "Products") to the Customer named below ("Customer"). This Agreement is for the purchase or loan of Products, in the United States, during times of weather emergencies, regional disasters or national emergencies which might hinder Customer from purchasing or acquiring products by other standard means. Effective Date. This Agreement is effective when signed by Customer and returned to Dell as set forth below.

- 1.0 Loan Program. During this Agreement, Customer may contact its Dell sales representative to request the opportunity to obtain Products under the Loan Program. Upon acceptance of Customer's request, Dell will ship the requested Products to Customer. Customer should contact its sales representative before the end of the Loan Period to either arrange for the return or purchase of the Products. Customer may purchase Products by issuing a purchase order under or any existing applicable contract between Dell and Customer or pursuant to Section 3.0 of this Agreement.
- 2.0 Loan Period. The Loan Period begins five days after shipment of the Products from Dell's facility. Unless otherwise agreed in writing between Dell and Customer, the Loan Period shall be 90 days for Products.
- 3.0 Purchase. During this Agreement, Customer may contact Dell sales representatives to request the opportunity to purchase Products during times of weather emergencies, regional disasters or national emergencies which hinder Customer from purchasing products by other standard means, including submission of a formal Purchase Order ("PO"). In lieu of a formal PO Customer agrees to provide Dell the information necessary to facilitate the placement of Product order and shipment. Upon acceptance of Customer's request, Dell will ship the requested Products to Customer. If Customer has an existing contract with Dell for the purchase of Products, the terms and conditions of that contract shall govern Customer's purchase of the Products. If the Customer does not have a separately executed purchase agreement with Dell, then this Agreement and Dell's standard terms and conditions of sale shall govern the purchase of the Products. The Dell standard terms and conditions of sale are incorporated herein by reference, and are located at: www.dell.com/terms.
- 4.0 Condition of Returned Products; Shipping. If Customer chooses to return the Products it obtained pursuant to the Loan Program, it will return them in good condition, reasonable wear and tear excepted, within ten days after the end of the Loan Period. Dell will pay shipping charges to and from its (Customer's or Dell's) location, provided Customer allows Dell to choose the carrier. If the Products are not returned to Dell on time and in good condition, Customer agrees to pay the purchase price within 30 days from the end of the Loan Period.
- 5.0 Export Prohibited. Any Product being loaned or purchased under this Agreement must remain in the United States. If at the end of the Loan Period, Customer elects to purchase the product, Customer acknowledges that any product received under this Agreement is subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the product is manufactured and/or received. Customer acknowledges that it is its sole responsibility to comply with and abide by those laws and regulations. Further, under U.S. law, any product being loaned or purchased under this Agreement may not be sold, leased or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons. Customer agrees not to provide any written regulatory certifications or notifications on behalf of Dell.
- 6.0 Term of Agreement. The term of this Agreement shall be one (1) year beginning on the Effective Date. This Agreement will automatically renew for consecutive additional one (1) year terms, unless otherwise terminated pursuant to this Agreement.
- 7.0 Thirty Day No Cause Termination. Either Party may terminate this Agreement without cause upon at least thirty (30) days prior written notice to the other Party.
- 8.0 Miscellaneous. Customer will not transfer or assign this Agreement or the Products, or in any way encumber the Products, during the Loan Period. This Agreement is the exclusive statement of the parties' agreement regarding this subject matter.
- 9.0 State Agencies. By DIR signing this Agreement, any state agency can contact Dell and utilize this Agreement as long as the state agency references the Emergency Response Product Agreement when requesting the loan or purchase under the Agreement. All requests must be in writing.

RETURN COMPLETE SIGNED AGREEMENT TO DELL.

VIA FAX: To your Sales Rep: _____ at (512) _____
Sales Rep Name

ACCEPTED	Dept. of Information	Name:	Cindy Reed
CUSTOMER NAME:	Resources	Title:	Deputy Executive Director
Date	08/20/07	Signature:	Signature on file

¹ Excludes EMC, all 3rd party products and other items as Dell may identify from time to time.